

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620978

RECORDATION NO. 9749-2 Filed 1425

JUL 26 1979 - 10 10 AM

INTERSTATE COMMERCE COMMISSION

No. 3-2024354

Date JUL 26 1979

Fee \$10.00

ICC Washington, D. C.

COUNSEL

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ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON

July 20, 1979

Consolidated Rail Corporation
Dated as of September 1, 1978
10.25% Conditional Sale Indebtedness

Dear Sir:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Consolidated Rail Corporation for filing and recordation counterparts of an Amendment Agreement dated as of February 1, 1979, among Mellon Bank, N.A., as Agent, United States Trust Company of New York, as Trustee, Consolidated Rail Corporation, and General Motors Corporation. The Amendment Agreement amends each of the following documents:

1(a) Conditional Sale Agreement (No. 2) dated as of September 1, 1978, between United States Trust Company of New York, as Trustee, and General Motors Corporation (Electro-Motive Division), filed under Recordation No. 9749, on October 10, 1978;

(b) Agreement and Assignment (No. 2) dated as of September 1, 1978, between General Motors Corporation (Electro-Motive Division) and Mellon Bank, N.A., as Agent, filed under Recordation No. 9749-A, on October 10, 1978;

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Consolidated Rail Corporation

2(a) Lease of Railroad Equipment (No. 2) dated as of September 1, 1978, between Consolidated Rail Corporation and United States Trust Company of New York, as Trustee, filed under Recordation No. 9749-B, on October 10, 1978;

(b) Assignment of Lease and Agreement (No. 2) dated as of September 1, 1978, between United States Trust Company of New York, as Trustee, and Mellon Bank, N.A., as Agent, filed under Recordation No. 9749-C, on October 10, 1978.

The names and addresses of the parties to the aforementioned Amendment Agreement are as follows:

(1) Agent-Vendor-Assignee:

Mellon Bank, N.A.
Mellon Square
Pittsburgh, Pennsylvania 15230

(2) Trustee-Vendee-Lessor:

United States Trust Company of New York
130 John Street
New York, N. Y. 10038

(3) Builder-Vendor:

General Motors Corporation
(Electro-Motive Division)
La Grange, Illinois 60525

(4) Lessee:

Consolidated Rail Corporation
1310 Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

Please file and record the Amendment Agreement referred to in this letter and cross-index it under the names of the Agent-Vendor-Assignee, the Trustee-Vendee-Lessor, the Builder-Vendor and the Lessee.

The equipment covered by the aforementioned Amend-

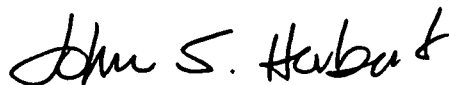
ment Agreement consists of the following:

Eight (8) 3,000 h.p. Model SD40-2 diesel-electric locomotives bearing identifying numbers CR6475 through CR6482, both inclusive.

There is also enclosed a check for \$10 payable to the Interstate Commerce Commission, representing the fee for recording the Amendment Agreement.

Please stamp all counterparts of the enclosed Amendment Agreement with your official recording stamp. You will wish to retain one copy of the instrument for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,



John S. Herbert
As Agent for Consolidated Rail
Corporation

H. G. Homme, Esq.,
Acting Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

42A

9749-
RECORDATION NO. 9749-2 Filed 1425

JUL 26 1979 - 10 10 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of February 1, 1979, among UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Vendee"), under a Trust Agreement No. 1978-5 dated as of September 1, 1978, with AEIC Investors Co. #9, CUIC Investors Co. #9, EFIC Investors Co. #9, NACA Investors Co. #9 and American Security Bank, N.A., CONSOLIDATED RAIL CORPORATION (the "Lessee"), MELLON BANK, N.A., as Agent (the "Assignee") and GENERAL MOTORS CORPORATION (Electro-Motive Division) (the "Builder").

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement (No. 2) dated as of September 1, 1978 (the "CSA");

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment (No. 2) dated as of September 1, 1978 (the "CSA Assignment");

WHEREAS the Builder has been paid in full for the railroad equipment delivered under the CSA;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment (No. 2) dated as of September 1, 1978 (the "Lease");

WHEREAS the Vendee and the Assignee have entered

into an Assignment of Lease and Agreement (No. 2) dated as of September 1, 1978 (the "Lease Assignment");

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 10, 1978, at 10:55 a.m. and were assigned recordation numbers 9749, 9749-A, 9749-B and 9749-C, respectively;

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were deposited in the office of the Registrar General of Canada on October 13, 1978, at 10:05 a.m.;

WHEREAS the CSA and the Lease included a list of railroad equipment from which deliveries could be made but only the units of railroad equipment delivered by the Builder and accepted by the Vendee after October 31, 1978, were intended to be covered by the CSA and the Lease;

WHEREAS the parties hereto desire to amend the CSA and the Lease so that the units of railroad equipment described therein include only such units actually delivered and accepted under the CSA and the Lease;

WHEREAS § 16(g) of the Lease provides that, in the event that certain specified amendments to the Internal Revenue Code are enacted, the rental payments under the

Lease and the Casualty Values (as defined in the Lease) shall be adjusted as provided in said § 16(g); and

WHEREAS certain such amendments to the Internal Revenue Code have been enacted, and the parties hereto desire to amend the Lease to adjust the rental payments and Casualty Values in accordance with said § 16(g) and to amend the CSA to adjust the amount of CSA Indebtedness (as defined in the CSA) due and payable on each Payment Date (as defined in the CSA);

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The fourth sentence of § 3 of the Lease is hereby amended by deleting the percentage figure "4.881535%" appearing therein and inserting the percentage figure "4.9285%" in lieu thereof.
4. Schedule B to the Lease is hereby deleted and restated in its entirety as shown in Exhibit C hereto.
5. Schedule I to the CSA is hereby deleted and restated in its entirety as shown in Exhibit D hereto.

6. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

7. The Lease will promptly cause this Amendment Agreement to be filed and deposited in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.

8. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain in full force and effect.

9. The terms of this Amendment Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of New York.

10. This Amendment Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this 3TH day of July 1979, before me personally appeared G. BOSWELL, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company, that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Christine O'Brien
Notary Public

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 31-4624735
Qualified In New York County
Certificate filed in New York County
Commission Expires March 30, 1989

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President and Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,) ss.:
COUNTY OF ALLEGHENY,)

On this day of 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of MELLON BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

[Notarial Seal]

Notary Public

My Commission expires

STATE OF ILLINOIS,) ss.:
COUNTY OF COOK,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

Notary Public

My Commission expires

Annex B
to
Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Average Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
General Motors Corpo- ration (Electro- Motive Division)	3,000 h.p. Model SD40-2 Diesel- Electric Locomotives	8087	La Grange, Illinois	8	CR6475 through CR6482	\$653,575	\$5,228,600	November 1978, at McCook, Illinois

EXHIBIT A

EXHIBIT B

SCHEDULE A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
3,000 h.p. Model SD40-2 Diesel Electric Locomotives	General Motors Corpo- ration (Electro- Motive Division)	34 8	CR6441 6475 through CR6474 6482 MB
2,000 h.p. Model GP38-2 Diesel Electric Locomotives	General Motors Corpo- ration (Electro- Motive Division)	32	CR8224 through CR8255 MB

SCHEDULE B

Casualty Value

Semiannual Date
Following the
Basic Rent Com-
mencement Date

Percentage of
Purchase Price

Prior to First	103.401
First	105.085
Second	105.500
Third	105.746
Fourth	105.780
Fifth	105.617
Sixth	104.921
Seventh	99.383
Eighth	98.428
Ninth	97.249
Tenth	95.743
Eleventh	87.986
Twelfth	86.180
Thirteenth	84.198
Fourteenth	81.956
Fifteenth	73.488
Sixteenth	71.048
Seventeenth	68.500
Eighteenth	65.580
Nineteenth	63.136
Twentieth	60.367
Twenty-first	57.584
Twenty-second	54.803
Twenty-third	52.067
Twenty-fourth	49.397
Twenty-fifth	44.867
Twenty-sixth	40.086
Twenty-seventh	37.144
Twenty-eighth	34.126
Twenty-ninth	31.030
Thirtieth	27.856
Thirty-first	24.492
Thirty-second	20.000

SCHEDULE I

Allocation Schedule of Each \$1,000,000 of
CSA Indebtedness Payable in installments
on the 30 consecutive semiannual
dates commencing July 1, 1979

<u>Payment Date</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Debt Service</u>	<u>Ending Principal Balance</u>
0				\$1,000,000.00
1	\$ 51,250.00	\$ 3,421.18	\$ 54,671.18	996,578.82
2	51,074.66	20,121.43	71,196.09	976,457.39
3	50,043.44	21,152.65	71,196.09	955,304.73
4	48,959.37	22,236.73	71,196.09	933,068.01
5	47,819.73	23,376.36	71,196.09	909,691.65
6	46,621.70	24,574.40	71,196.09	885,117.25
7	45,362.26	25,833.84	71,196.09	859,283.41
8	44,038.27	27,157.82	71,196.09	832,125.59
9	42,646.44	28,549.66	71,196.09	803,575.93
10	41,183.27	30,012.83	71,196.09	773,563.10
11	39,645.11	31,550.99	71,196.09	742,012.12
12	38,028.12	33,167.97	71,196.09	708,844.14
13	36,328.26	34,867.83	71,196.09	673,976.31
14	34,541.28	36,654.81	71,196.09	637,321.50
15	32,662.73	38,533.37	71,196.09	598,788.13
16	30,687.89	40,508.20	71,196.09	558,279.93
17	28,611.85	42,584.25	71,196.09	515,695.68
18	26,429.40	44,766.69	71,196.09	470,928.99
19	24,135.11	47,060.98	71,196.09	423,868.01
20	21,723.23	49,472.86	71,196.09	374,395.15
21	19,187.75	52,008.34	71,196.09	322,386.81
22	16,522.32	54,673.77	71,196.09	267,713.04
23	13,720.29	57,475.80	71,196.09	210,237.23
24	10,774.66	32,316.97	43,091.63	177,920.26
25	9,118.41	33,973.22	43,091.63	143,947.05
26	7,377.29	32,513.89	39,891.17	111,433.16
27	5,710.95	34,180.22	39,891.17	77,252.94
28	3,959.21	24,475.20	28,434.41	52,777.74
29	2,704.86	25,729.55	28,434.41	27,048.19
30	1,386.22	27,048.19	28,434.41	0.00
TOTALS	<u>\$872,254.37</u>	<u>\$1,000,000.00</u>	<u>\$1,872,254.37</u>	

AMENDMENT AGREEMENT, dated as of February 1, 1979, among UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Vendee"), under a Trust Agreement No. 1978-5 dated as of September 1, 1978, with AEIC Investors Co. #9, CUIC Investors Co. #9, EFIC Investors Co. #9, NACA Investors Co. #9 and American Security Bank, N.A., CONSOLIDATED RAIL CORPORATION (the "Lessee"), MELLON BANK, N.A., as Agent (the "Assignee") and GENERAL MOTORS CORPORATION (Electro-Motive Division) (the "Builder").

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement (No. 2) dated as of September 1, 1978 (the "CSA");

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment (No. 2) dated as of September 1, 1978 (the "CSA Assignment");

WHEREAS the Builder has been paid in full for the railroad equipment delivered under the CSA;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment (No. 2) dated as of September 1, 1978 (the "Lease");

WHEREAS the Vendee and the Assignee have entered

into an Assignment of Lease and Agreement (No. 2) dated as of September 1, 1978 (the "Lease Assignment");

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 10, 1978, at 10:55 a.m. and were assigned recordation numbers 9749, 9749-A, 9749-B and 9749-C, respectively;

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were deposited in the office of the Registrar General of Canada on October 13, 1978, at 10:05 a.m.;

WHEREAS the CSA and the Lease included a list of railroad equipment from which deliveries could be made but only the units of railroad equipment delivered by the Builder and accepted by the Vendee after October 31, 1978, were intended to be covered by the CSA and the Lease;

WHEREAS the parties hereto desire to amend the CSA and the Lease so that the units of railroad equipment described therein include only such units actually delivered and accepted under the CSA and the Lease;

WHEREAS § 16(g) of the Lease provides that, in the event that certain specified amendments to the Internal Revenue Code are enacted, the rental payments under the

Lease and the Casualty Values (as defined in the Lease) shall be adjusted as provided in said § 16(g); and

WHEREAS certain such amendments to the Internal Revenue Code have been enacted, and the parties hereto desire to amend the Lease to adjust the rental payments and Casualty Values in accordance with said § 16(g) and to amend the CSA to adjust the amount of CSA Indebtedness (as defined in the CSA) due and payable on each Payment Date (as defined in the CSA);

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The fourth sentence of § 3 of the Lease is hereby amended by deleting the percentage figure "4.881535%" appearing therein and inserting the percentage figure "4.9285%" in lieu thereof.
4. Schedule B to the Lease is hereby deleted and restated in its entirety as shown in Exhibit C hereto.
5. Schedule I to the CSA is hereby deleted and restated in its entirety as shown in Exhibit D hereto.

6. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

7. The Lease will promptly cause this Amendment Agreement to be filed and deposited in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.

8. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain in full force and effect.

9. The terms of this Amendment Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of New York.

10. This Amendment Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate

seals, duly attested, to be hereunto affixed as of the day
and year first above written.

UNITED STATES TRUST COMPANY
OF NEW YORK, as Trustee,

by

[Corporate Seal]

Assistant Vice President

Assistant Secretary

CONSOLIDATED RAIL CORPORATION,

by

[Corporate Seal]

Vice President and Treasurer

Attest:


Assistant Secretary

MELLON BANK, N.A., as Agent,

by

[Corporate Seal]

Attest:


Assistant Secretary


Vice President

GENERAL MOTORS CORPORATION,
(Electro-Motive Division),

by

[Corporate Seal]

Attest:

Attesting Secretary

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company, that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President and Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
 COUNTY OF ALLEGHENY,)

On this 24th day of July 1979, before me personally appeared R. J. DONAHUE, to me personally known, who being by me duly sworn, says that he is a Vice President of MELLON BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

[Notarial Seal]

Mary T. Weinheimer
 Notary Public

My Commission expires MARY T. WEINHEIMER, Notary Public
Pittsburgh, Allegheny County, PA
My Commission Expires January 2, 1982

STATE OF ILLINOIS,)
) ss.:
 COUNTY OF COOK,)

On this _____ day of _____ 1979, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

 Notary Public

My Commission expires _____

Annex B
to
Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Average Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
General Motors Corpo- ration (Electro- Motive Division)	3,000 h.p. Model SD40-2 Diesel- Electric Locomotives	8087	La Grange, Illinois	8	CR6475 through CR6482	\$653,575	\$5,228,600	November 1978, at McCook, Illinois

EXHIBIT A

EXHIBIT B

SCHEDULE A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
3,000 h.p. Model SD40-2 Diesel Electric Locomotives	General Motors Corpo- ration (Electro- Motive Division	34 8	CR6475 CR6441 through CR6474 CR6482
2,000 h.p. Model GP38-2 Diesel Electric Locomotives	General Motors Corpo- ration (Electro- Motive Division)	32	CR8224 through CR8255

SCHEDULE B

Casualty Value

<u>Semiannual Date Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	103.401
First	105.085
Second	105.500
Third	105.746
Fourth	105.780
Fifth	105.617
Sixth	104.921
Seventh	99.383
Eighth	98.428
Ninth	97.249
Tenth	95.743
Eleventh	87.986
Twelfth	86.180
Thirteenth	84.198
Fourteenth	81.956
Fifteenth	73.488
Sixteenth	71.048
Seventeenth	68.500
Eighteenth	65.580
Nineteenth	63.136
Twentieth	60.367
Twenty-first	57.584
Twenty-second	54.803
Twenty-third	52.067
Twenty-fourth	49.397
Twenty-fifth	44.867
Twenty-sixth	40.086
Twenty-seventh	37.144
Twenty-eighth	34.126
Twenty-ninth	31.030
Thirtieth	27.856
Thirty-first	24.492
Thirty-second	20.000

SCHEDULE I

Allocation Schedule of Each \$1,000,000 of
CSA Indebtedness Payable in installments
on the 30 consecutive semiannual
dates commencing July 1, 1979

<u>Payment Date</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Debt Service</u>	<u>Ending Principal Balance</u>
0				\$1,000,000.00
1	\$ 51,250.00	\$ 3,421.18	\$ 54,671.18	996,578.82
2	51,074.66	20,121.43	71,196.09	976,457.39
3	50,043.44	21,152.65	71,196.09	955,304.73
4	48,959.37	22,236.73	71,196.09	933,068.01
5	47,819.73	23,376.36	71,196.09	909,691.65
6	46,621.70	24,574.40	71,196.09	885,117.25
7	45,362.26	25,833.84	71,196.09	859,283.41
8	44,038.27	27,157.82	71,196.09	832,125.59
9	42,646.44	28,549.66	71,196.09	803,575.93
10	41,183.27	30,012.83	71,196.09	773,563.10
11	39,645.11	31,550.99	71,196.09	742,012.12
12	38,028.12	33,167.97	71,196.09	708,844.14
13	36,328.26	34,867.83	71,196.09	673,976.31
14	34,541.28	36,654.81	71,196.09	637,321.50
15	32,662.73	38,533.37	71,196.09	598,788.13
16	30,687.89	40,508.20	71,196.09	558,279.93
17	28,611.85	42,584.25	71,196.09	515,695.68
18	26,429.40	44,766.69	71,196.09	470,928.99
19	24,135.11	47,060.98	71,196.09	423,868.01
20	21,723.23	49,472.86	71,196.09	374,395.15
21	19,187.75	52,008.34	71,196.09	322,386.81
22	16,522.32	54,673.77	71,196.09	267,713.04
23	13,720.29	57,475.80	71,196.09	210,237.23
24	10,774.66	32,316.97	43,091.63	177,920.26
25	9,118.41	33,973.22	43,091.63	143,947.05
26	7,377.29	32,513.89	39,891.17	111,433.16
27	5,710.95	34,180.22	39,891.17	77,252.94
28	3,959.21	24,475.20	28,434.41	52,777.74
29	2,704.86	25,729.55	28,434.41	27,048.19
30	1,386.22	27,048.19	28,434.41	0.00
TOTALS	<u>\$872,254.37</u>	<u>\$1,000,000.00</u>	<u>\$1,872,254.37</u>	

AMENDMENT AGREEMENT, dated as of February 1, 1979, among UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Vendee"), under a Trust Agreement No. 1978-5 dated as of September 1, 1978, with AEIC Investors Co. #9, CUIC Investors Co. #9, EFIC Investors Co. #9, NACA Investors Co. #9 and American Security Bank, N.A., CONSOLIDATED RAIL CORPORATION (the "Lessee"), MELLON BANK, N.A., as Agent (the "Assignee") and GENERAL MOTORS CORPORATION (Electro-Motive Division) (the "Builder").

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement (No. 2) dated as of September 1, 1978 (the "CSA");

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment (No. 2) dated as of September 1, 1978 (the "CSA Assignment");

WHEREAS the Builder has been paid in full for the railroad equipment delivered under the CSA;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment (No. 2) dated as of September 1, 1978 (the "Lease");

WHEREAS the Vendee and the Assignee have entered

into an Assignment of Lease and Agreement (No. 2) dated as of September 1, 1978 (the "Lease Assignment");

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 10, 1978, at 10:55 a.m. and were assigned recordation numbers 9749, 9749-A, 9749-B and 9749-C, respectively;

WHEREAS the CSA, the CSA Assignment, the Lease and the Lease Assignment were deposited in the office of the Registrar General of Canada on October 13, 1978, at 10:05 a.m.;

WHEREAS the CSA and the Lease included a list of railroad equipment from which deliveries could be made but only the units of railroad equipment delivered by the Builder and accepted by the Vendee after October 31, 1978, were intended to be covered by the CSA and the Lease;

WHEREAS the parties hereto desire to amend the CSA and the Lease so that the units of railroad equipment described therein include only such units actually delivered and accepted under the CSA and the Lease;

WHEREAS § 16(g) of the Lease provides that, in the event that certain specified amendments to the Internal Revenue Code are enacted, the rental payments under the

Lease and the Casualty Values (as defined in the Lease) shall be adjusted as provided in said § 16(g); and

WHEREAS certain such amendments to the Internal Revenue Code have been enacted, and the parties hereto desire to amend the Lease to adjust the rental payments and Casualty Values in accordance with said § 16(g) and to amend the CSA to adjust the amount of CSA Indebtedness (as defined in the CSA) due and payable on each Payment Date (as defined in the CSA);

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Annex B to the CSA is hereby deleted and restated in its entirety as shown in Exhibit A hereto.
2. Schedule A to the Lease is hereby deleted and restated in its entirety as shown in Exhibit B hereto.
3. The fourth sentence of § 3 of the Lease is hereby amended by deleting the percentage figure "4.881535%" appearing therein and inserting the percentage figure "4.9285%" in lieu thereof.
4. Schedule B to the Lease is hereby deleted and restated in its entirety as shown in Exhibit C hereto.
5. Schedule I to the CSA is hereby deleted and restated in its entirety as shown in Exhibit D hereto.

6. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

7. The Lease will promptly cause this Amendment Agreement to be filed and deposited in accordance with the provisions of Article 18 of the CSA and § 15 of the Lease.

8. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain in full force and effect.

9. The terms of this Amendment Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of New York.

10. This Amendment Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate

seals, duly attested, to be hereunto affixed as of the day
and year first above written.

UNITED STATES TRUST COMPANY
OF NEW YORK, as Trustee,

by

[Corporate Seal]


Assistant Vice President

Assistant Secretary

CONSOLIDATED RAIL CORPORATION,

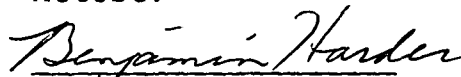
by

[Corporate Seal]



Vice President and Treasurer

Attest:



Assistant Secretary

MELLON BANK, N.A., as Agent,

by

[Corporate Seal]

Vice President

Attest:

Assistant Secretary

GENERAL MOTORS CORPORATION,
(Electro-Motive Division),

by

[Corporate Seal]

Attest:

Attesting Secretary

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company, that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this 5th day of July 1979, before me personally appeared R.T. Fox, to me personally known, who being by me duly sworn, says that he is a Vice President and Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Eileen C. Baker
Notary Public

[Notarial Seal]

My Commission expires

EILEEN C. BAKER
Notary Public Philadelphia, Philadelphia Co.
My Commission Expires October 11, 1982

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
 COUNTY OF ALLEGHENY,)

On this day of 1979, before me
 personally appeared , to me personally
 known, who being by me duly sworn, says that he is a Vice
 President of MELLON BANK, N.A., that one of the seals
 affixed to the foregoing instrument is the corporate seal
 of said association, that said instrument was signed and
 sealed on behalf of said association by authority of
 its Board of Directors, and he acknowledged that the execu-
 tion of the foregoing instrument was the free act and deed
 of said association.

[Notarial Seal]

 Notary Public

My Commission expires

STATE OF ILLINOIS,)
) ss.:
 COUNTY OF COOK,)

On this day of 1979, before me per-
 sonally appeared , to me personally
 known, who, being by me duly sworn, says that he is a
 of GENERAL MOTORS CORPORATION (ELECTRO-
 MOTIVE DIVISION), that one of the seals affixed to the
 foregoing instrument is the corporate seal of said corpora-
 tion, that said instrument was signed and sealed on behalf
 of said Corporation by authority of its Board of Directors,
 and he acknowledged that the execution of the foregoing
 instrument was the free act and deed of said Corporation.

[Notarial Seal]

 Notary Public

My Commission expires

Annex B
to
Conditional Sale Agreement

<u>Builder</u>	<u>Type</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>	<u>Average Unit Base Price</u>	<u>Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
General Motors Corpo- ration (Electro- Motive Division)	3,000 h.p. Model SD40-2 Diesel- Electric Locomotives	8087	La Grange, Illinois	8	CR6475 through CR6482	\$653,575	\$5,228,600	November 1978, at McCook, Illinois

EXHIBIT A

EXHIBIT B

SCHEDULE A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Quantity</u>	<u>Lessee's Identification Numbers (Both Inclusive)</u>
3,000 h.p. Model SD40-2 Diesel Electric Locomotives	General Motors Corpo- ration (Electro- Motive Division	34 8	CR64 41 75 through CR64 74 82 <i>P7</i>
2,000 h.p. Model GP38-2 Diesel Electric Locomotives	General Motors Corpo- ration (Electro- Motive Division)	32	CR8224 through CR8255

SCHEDULE B

Casualty Value

<u>Semiannual Date Following the Basic Rent Com- mencement Date</u>	<u>Percentage of Purchase Price</u>
Prior to First	103.401
First	105.085
Second	105.500
Third	105.746
Fourth	105.780
Fifth	105.617
Sixth	104.921
Seventh	99.383
Eighth	98.428
Ninth	97.249
Tenth	95.743
Eleventh	87.986
Twelfth	86.180
Thirteenth	84.198
Fourteenth	81.956
Fifteenth	73.488
Sixteenth	71.048
Seventeenth	68.500
Eighteenth	65.580
Nineteenth	63.136
Twentieth	60.367
Twenty-first	57.584
Twenty-second	54.803
Twenty-third	52.067
Twenty-fourth	49.397
Twenty-fifth	44.867
Twenty-sixth	40.086
Twenty-seventh	37.144
Twenty-eighth	34.126
Twenty-ninth	31.030
Thirtieth	27.856
Thirty-first	24.492
Thirty-second	20.000

EXHIBIT D

SCHEDULE I

Allocation Schedule of Each \$1,000,000 of
CSA Indebtedness Payable in installments
on the 30 consecutive semiannual
dates commencing July 1, 1979

<u>Payment Date</u>	<u>Interest Payment</u>	<u>Principal Repayment</u>	<u>Debt Service</u>	<u>Ending Principal Balance</u>
0				\$1,000,000.00
1	\$ 51,250.00	\$ 3,421.18	\$ 54,671.18	996,578.82
2	51,074.66	20,121.43	71,196.09	976,457.39
3	50,043.44	21,152.65	71,196.09	955,304.73
4	48,959.37	22,236.73	71,196.09	933,068.01
5	47,819.73	23,376.36	71,196.09	909,691.65
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17	28,611.85	42,584.25	71,196.09	515,695.68
18	26,429.40	44,766.69	71,196.09	470,928.99
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27	5,710.95	34,180.22	39,891.17	77,252.94
28	3,959.21	24,475.20	28,434.41	52,777.74
29	2,704.86	25,729.55	28,434.41	27,048.19
30	1,386.22	27,048.19	28,434.41	0.00
TOTALS	<u>\$872,254.37</u>	<u>\$1,000,000.00</u>	<u>\$1,872,254.37</u>	